

CRAWDAD Data Contribution Agreement

This Agreement, effective the ___ day of _____, 20___, is made between the Trustees of Dartmouth College (Dartmouth), Hanover, New Hampshire 03755 and _____, (Provider) of _____.

Recitals

The “Community Resource for Archiving Wireless Data At Dartmouth” (CRAWDAD) is funded by the National Science Foundation (NSF). The wireless data (Data) contributed by the Provider to Dartmouth under this Agreement will further the research and instructional objectives of CRAWDAD users and may derive benefits for both parties through analysis of the Data. The Provider is willing to contribute a copy of its data to the CRAWDAD project at Dartmouth, with the understanding that the purpose of the CRAWDAD project is to share the Data freely with researchers and educators around the world.

Definitions

- Wireless computer network: a network using wireless technology, such as WiFi (IEEE 802.11) or related technologies, for digital communications including data, voice, and video.
- CRAWDAD: Community Resource for Archiving Wireless Data At Dartmouth.
- Anonymization: translation of sensitive information into another form that makes it difficult to discern the identity or origin of the information.
- MAC – Media Access Control, used by the network layer that carries frames. A MAC address is part of a host’s network interface. Each network interface is assigned a globally unique MAC address at the time of manufacture. The network interface sending a frame across the network encodes its own MAC address, and that of the desired destination, in that frame’s header.
- IP – Internet Protocol. The basic communications protocol used by the Internet, in conjunction with TCP or UDP. An IP address, e.g., 129.170.16.79, identifies a host on an IP network.

Terms

In consideration of the promises and conditions contained in this Agreement, and for good and valuable consideration, the parties agree as follows:

Effective Date: Term

1. This Agreement shall begin on the date signed and end when the CRAWDAD project is concluded or when this agreement is terminated by either party.

Provider Responsibilities

2. Provider agrees to produce data about the use of their wireless computer network.
3. Provider shall have sole responsibility to protect the privacy rights of the source and confidentiality of data collected.

Dartmouth Responsibilities

4. Dartmouth will list the Provider's contribution to its data collection as having been contributed by the Provider. Dartmouth will not use the name of the Provider, nor any member of Provider's staff, in any other publicity, advertising or news release without the prior written approval of an authorized representative of the Provider.

Indemnification

5. Provider agrees to hold harmless and indemnify Dartmouth, its trustees, officers, employees, and agents from any liability, loss or damage, including reasonable attorneys fees, they may suffer as the result of claims, demands, costs or judgments against them arising out of the data provided and/or activities to be carried out pursuant to the obligations of this Agreement.

Independent Contractor

6. The parties do not intend to create any partnership or joint venture between themselves with respect to any provisions of this Agreement. Nothing herein shall be construed as appointing or authorizing either party or any of its agents, employees, or representatives to represent or bind the other in any manner whatsoever. In addition, neither party shall be deemed to be an employee or agent of the others. The parties agree and acknowledge that their relationship is one of independent contractor, and not as employee or agent of the other.

Publication

7. Provider recognizes that Dartmouth will distribute the contributed data to researchers at other institutions.

8. [Provider recognizes that Dartmouth may use multiple computer servers, possibly located at other institutions or in other countries, to host and distribute the data.](#)

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9. Provider recognizes that the results of research (by Dartmouth or others) may be publishable and agrees that the researchers shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, and results of the research.

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Intellectual Property

10. As between Dartmouth and the Provider, all rights and title to intellectual property arising in Dartmouth researcher's use of the Data shall remain with Dartmouth.

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Disputes: Termination

11. Prior to commencing litigation, both Dartmouth and the Provider will use all reasonable efforts to informally resolve any dispute under this Agreement. Any dispute hereunder shall be submitted to non-binding mediation before a mutually agreed mediator within 30 days of a claim by either party and the parties shall make good faith efforts to resolve the dispute within 90 days of the date presented to mediation.

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12. Either party may terminate this Agreement with or without cause with seven (7) days written notice to the other.

Governing Law: Forum

13. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Hampshire. The forum for any proceeding or suit in law or equity arising from or incident to this Agreement shall be located in the State of New Hampshire.

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Modification

14. Any Agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing signed by authorized representatives of the parties hereto.

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Notices

15. Any notice or communication to either party hereunder shall be signed by the party giving it and mailed as follows:

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To Dartmouth:

Bill Ploog
Office of Sponsored Projects
11 Rope Ferry Road #6210
Hanover, NH 03755-1404
sponsored.projects@dartmouth.edu

To Provider:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

PROVIDER

TRUSTEES OF DARTMOUTH COLLEGE

By _____ By _____

Title _____ Title _____

Date _____ Date _____